

SPECIAL SUB-GRANT CONDITIONS AND ASSURANCES

1. **SMOKE FREE ENVIRONMENT:** By signing this contract, the Contractor certifies to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor agrees that it will require the language of this certification be included in any sub awards (subcontracts or purchase orders), which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

2. **DRUG-FREE WORKPLACE:** During the performance of this sub-grant, the applicant agrees to (i) provide a drug-free workplace for the applicant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the applicant that the applicant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every sub-grant or purchase order of over \$10,000, so that the provisions will be binding upon each applicant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific sub-grant awarded to an applicant in accordance with this certification, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the sub-grant.

3. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
4. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women owned business. Names of firms may be available from the Commonwealth and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.
5. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference may be held as indicated on the first page of the Request for Proposals Application Form. The purpose of such a conference would be to allow applicants an opportunity to present questions and obtain clarification

about any part of this solicitation. In the event a pre-proposal conference is held attendance at such a conference would be a prerequisite to submitting a proposal. Any changes resulting from such a conference would be issued in a written addendum to the solicitation.

6. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
7. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one (1) year periods, under the terms of the current contract, and at a reasonable time prior to the expiration.
8. CONTRACTOR AS INDEPENDENT CONTRACTOR: During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Commonwealth. The Contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.
9. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Commonwealth. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Commonwealth the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
10. EQUIPMENT: Total requests for equipment costs in excess of \$1000 need prior approval from the State Refugee Coordinator. Requests for reimbursement for the purchase of new equipment must be accompanied by documentation of the appropriate make, model, and serial number to said equipment. Reimbursement for said equipment will not be made unless the appropriate documentation is attached to the invoice. Equipment purchased under the terms of this contract shall be limited to equipment indicated in the attached budget. Equipment purchased under this contract shall be retained by the Contractor during the period of performance of the contract. Ownership of equipment purchased under this contract shall revert to the Commonwealth at the end of the contract period unless the Commonwealth in writing transfers ownership to the Contractor. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.
11. OBLIGATION OF OFFEROR: By submitting an application, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
12. OFFER BINDING FOR 120 DAYS: This offer shall be binding upon the applicant for 120 calendar days following the proposal opening date.
13. COMPENSATION TO THE CONTRACTOR: Compensation to the Contractor shall include the following conditions:
 - 13.1. Actual expenditures shall be invoiced pursuant to approved line-item budget categories in Program Budget. Deviations from the approved line-item budget of more than \$500.00 in any line item shall be submitted in writing immediately to the Commonwealth for the Commonwealth's prior approval at least thirty (30) calendar days prior to the intended effective date.

- 13.2. Salaries for existing county or city employees shall not be paid from funds expended under this contract.
- 13.3. **All invoices submitted by the Contractor must contain the contract number, the FIN number, and then be submitted to:**

Linda Allen, ONS Fiscal Officer
Department of Social Services
Office of Newcomer Services
7 North Eighth Street
Richmond, VA 23219

14. **COMMUNICATION PROTOCOL:** When communicating with and/or releasing information to the media regarding *refugee resettlement and refugee services funded by this RFA*, the Applicant shall:
- acknowledge it is under contract with ONS to provide refugee resettlement and/or other refugee services,
 - inform ONS within one hour, if feasible, or by 9:00 a.m. of the following business day, if the event is after 5:00 p.m., that the contractor has been contacted by and/or provided information to the media.
15. **ATTENDANCE:** Directors of agencies/programs under contract with the Department of Social Services are required to participate in regularly scheduled meetings of refugee service providers with the State Refugee Coordinator. Attendance at such meetings will be mandatory.

CERTIFICATION

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the Special Sub-grant Conditions and Assurances and all other federal and state laws and rules and regulations that apply to this award.

Authorized Official

Date